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ABSTRACT

The collective bargaining agreement between the University of the District of Columbia and the University of the District of Columbia Faculty Association Chapter (600 members) of the National Education Association covering the period October 1, 1985-September 30, 1987 is presented. Items covered in the agreement include: unit scope and definitions, association rights, dues checkoff and agency shop, grievance procedure and arbitration, managment rights, disciplinary/adverse action, consultation, academic freedom and academic responsibilities, tenure, faculty evaluation procedures, evaluation criteria, faculty promotion principles, minimum eligibility for promotion, promotion committees, workload for teaching faculty, compensation stipulations for fiscal years 1985-1987, salary increases for faculty, overload compensation under funded research, payroll deductions for unit members, employment benefits, tuition remission, leaves of absence, summer session, incentive awards program, retirement, faculty development program, reduction in force, affirmative action, personnel files, learning resources faculty, support systems, safety and health, vacancy notices, university calendar, and new faculty. (SW)

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MASTER AGREEMENT

between

THE UNIVERSITY OF THE DISTRICT OF COLUMBIA FACULTY ASSOCIATION/NEA

and

THE UNIVERSITY OF THE DISTRICT OF COLUMBIA

IHE 20 024

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ARTICLE I - AGREEMENT

This agreement is made between the University of the District of Columbia Faculty Association/National Education Association, hereinafter called the Association, and the Board of Trustees of the University of the District of Columbia, hereinafter called the University.

ARTICLE II - PURPOSE AND INTENT

The purpose of this Agreement is to set forth the terms and conditions of employment for faculty represented by the Association and negotiated by the parties. The intent of the parties to this Agreement is to affirm their mutual belief in good faith collective bargaining which gives legitimate expression to the concerns of faculty regarding terms and conditions of employment.

ARTICLE III - AGREEMENT SUPERSEDES

This Agreement supersedes all previous agreements, understandings, policies, and prior practices governing subjects included within this Agreement.

ARTICLE IV - SCOPE OF UNIT

The employees who make up the bargaining unit are: All full-time faculty employees holding a permanent appointment from appropriated funds, including librarians/media specialists, of the University of the District of Columbia, excluding any management official, confidential employee supervisor or employee engaged in personnel work in other than a purely clerical capacity.

ARTICLE V - EXCLUSIVITY

The University recognizes the Association as the sole and exclusive bargaining agent for all faculty members in the bargaining unit, collectively and individually, as described in Article IV, Scope of Unit, and certified by the District of Columbia Board of Labor Relations, case number 8R012.

ARTICLE VI - DEFINITIONS

As used in this Agreement, unless otherwise specified:

1. "Administration" means the President or designee(s).
2. "Bargaining unit" or "unit" means UDC faculty employees, certified by the District of Columbia Board of Labor Relations or its successor, for the purpose of collective bargaining.
3. "Bargaining unit member" of "unit member" means UDC faculty employee who is included in the bargaining unit.
4. "Agreement" means all of the definitions, provisions, and terms set forth in this contract and any subsequent supplements or amendments agreed to by the parties.

5. "Days" means calendar days unless they are specifically identified as working days. "Working day" means a day when classes or examinations are scheduled and held in accordance with the official academic calendar of the university, excluding Saturdays and Sundays.
6. "Department" means the designated first level of the University's academic administrative organization within a college or the Learning Resources Division.
7. "College" means the designated second level of the University's academic administrative organization.
8. "Academic year" means the period from August 16 of one calendar year through May 15 of the following calendar year.
9. "Consult" means to meet and discuss.
10. "Exclusive bargaining agent" means the duly elected faculty organization, UDCFA/nea, with whom the University shall deal, excluding any and all other organizations and individuals, for the purpose of negotiating, changing, or modifying any terms and conditions of employment or the maintenance of this Agreement.

ARTICLE VII - ASSOCIATION RIGHTS

A. The Association President or the President's official designee(s) has the the right to be present and be heard in any formal forum dealing with adverse or disciplinary matters, grievances, appeals or changes in working conditions.

B.
   1. The President of the Association or designee shall have the righ to speak at the Board meeting on any issue relating to terms and conditions of employment provided one day notice is given to the Board. If the meeting is not open to the public, the Association representative shall only be present to make the presentation and answer questions, if any.
   2. The Faculty Association shall be sent two (2) copies of the agenda packet of all public Board of Trustees meetings at the same time they are sent to Board members. One copy shall be sent to the Faculty Association office and the other shall be sent to the office of the Association's Representative to the Board of Trustees. The Faculty Association shall be sent two copies of the official minutes of all public Board meetings and all resolutions referenced in those minutes.

C. A bargaining unit member may bring a matter of personal concern through the Association to the attention of the appropriate official of the University. An appropriate timely response shall be made.

D. A bargaining unit member shall be free from unwarranted interference or harassment in the performance of duties.

E. Recognizing that the Association has a need to conduct continuing business with the University on behalf of its bargaining unit members, the University will:
   1. make available to the Association adequate and secure space for an office on the main campus;
   2. release the Association President from thirty two (32) professional units of assigned duties per academic year and the Association Vice President from sixteen (16) professional units of assigned duties

per academic year upon written request at least ninety (90) calendar days prior to the beginning of the academic year. The Association may purchase the release from teaching for up to two (2) FTE Association representatives per academic year at the part-time faculty rate for Level C appointments. Written notification of intent to purchase such release and the individuals to be released must be provided to the Provost/VPAA at least thirty (30) calendar days prior to the beginning of the semester in which it is to be used.

F. The University President shall meet quarterly with the Association President to discuss matters of mutual concern. Agenda items shall be mutually exchanged no less than five (5) working days prior to the meeting. The University President shall designate a person(s) to meet monthly with the Association to discuss issues of mutual concern.

G. Each faculty member has the right to ready access to any and all policies affecting working conditions. The University shall index all such policies and provide each faculty member with a copy of the index within one hundred twenty (120) calendar days of the signing of this agreement. Copies of the indexed policies shall be kept in each department and library site. Faculty will be provided notice of any new policies and their placement in the index and copies shall be sent to the departments and library sites within fifteen (15) days of their adoption.

H. Faculty have the right to access to their offices and laboratories at all hours. The University, in consultation with the Association, shall develop procedures to implement this provision within thirty (30) calendar days of the signing of this Agreement.

I. The Faculty Association shall have access to annual financial reports, audits and budgets of the University; and to other information, statistics, and financial data related to the bargaining unit. The University shall make such information available upon request. The Association shall be provided with a copy of the annual budget call materials, the Administration's budget proposal when it is submitted to the Board of Trustees, and the University's budget proposal when it is submitted to the District of Columbia Government.

J. The Association shall receive without cost fifteen (15) copies of the current Faculty Personnel Policies within thirty (30) working days of the signing of this Agreement. When changes are made to the current Personnel Policies, fifteen (15) copies of such changes shall be provided to the Association within fifteen (15) working days of the official change.

K. The Association shall receive without cost five (5) copies of the current Administrative Personnel Policies within thirty (30) days of the signing of this Agreement. When changes are made to the current Personnel Policies, five (5) copies of such changes shall be provided to the Association within fifteen (15) working days of the official change.

L. At the time of issuance of notice of any proposed adverse or disciplinary action against a bargaining unit member, the Association shall also be provided notice.

M. A copy of any official University communication affecting the terms or conditions of employment of members of the bargaining unit shall be sent to the Association.

N. The President of the University, Provost/Vice President for Academic Affairs, Deans of programmatic colleges, and the Director of the Learning Resources Division shall provide the Association President with notice

of any absences from the University expected to exceed three (3) working days.

O. Polling or surveying of bargaining unit employees will not be conducted by the Administration without prior consultation with the Association.

P. The University shall transmit to the Association annually by the second Friday in October a list of names, work addresses, and work telephones of all employees in the bargaining unit. Faculty members' home addresses of record will be released to the Association only upon specific written authorization of the respective faculty member. Any additions, deletion, or modifications to the above listing shall be submitted to the Association within fifteen (15) working days of such changes.

Q. The Association shall be provided in mutually agreed upon locations of each building where faculty are housed bulletin boards for their exclusive use.

R. Duly authorized personnel of the Faculty Association shall be permitted to conduct regular Association meetings and transact Association business on University property during operating hours and with reasonable notice, provided that such business does not interfere with the normal operations of the University.

S. The Faculty Association shall have normal access to the University's inter-office mail services for official communications.

T. The Association shall be provided with two (2) reserved parking spaces in the Van Ness garage.

ARTICLE VIII - DUES CHECKOFF AND AGENCY SHOP

A. The University agrees to deduct association dues from the pay of each of those employees in the bargaining unit who individually had signed an agreed to authorization form provided by the University.

B. The University shall deduct from the pay of all non-Association members the established service fee stipulated by the Association for that year provided that forms referred to in (A) above for no less than 55% of the bargaining unit members are in effect on August 16 of each year.

C. The Administration shall inform the Association promptly of all revocations of payroll deductions.

D. The Administration shall forward the monthly payroll deductions of bargaining unit members to the Association promptly.

E. The parties agree that the University will be held harmless by the Association against all claims for collection of dues when authorization is not provided. And further that the University will be held harmless by the Association and its unit members for actions taken by the Association to collect outstanding dues or service fees.

ARTICLE IX - GRIEVANCE PROCEDURE AND ARBITRATION

A. <u>DEFINITIONS</u>

1. A grievance is an allegation or complaint that there has been a violation, misinterpretation, or improper application of the terms and conditions of this Agreement.

2. Parties in interest shall mean any member of the bargaining unit or administration who may be party to a grievance.
3. Days shall mean working days.

B. INTENT

1. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.
2. The parties recognize and endorse the importance of establishing a prompt, just, and efficient mechanism for the orderly resolution of grievances that may arise during the term of this Agreement. Both parties agree that grievance proceedings will be kept confidential at all levels of the procedure. The orderly processes hereinafter set will be the sole method used for the resolution of all complaints and grievances.
3. All members of the unit shall use this procedure when filing a grievance on matters covered in this Agreement.
4. In order to effect a prompt and efficient resolution of grievances, the parties shall make available information necessary to process any grievance.

C. TIME LIMITS

1. Anything herein to the contrary notwithstanding, the filing of a grievance from any step of this grievance procedure or the notice of any intent to arbitrate shall be accomplished within the time limits specified, and, in the event such is not done, the administration's decision at the prior step shall be final and binding upon the parties provided, however, that the said time limits may be extended for any reason by mutual written agreement.
2. Initiation time limits are as specified in (D) below.
3. Grievances at the Presidential level shall be disposed of within ten (10) days of receipt. Upon written notification to the Association of extenuating circumstances before the expiration of the ten (10) days, the President may extend disposition of the grievance ten (10) additional days. If at the experiation of the above mandated period a decision has not been rendered, the Association may take the grievance to arbitration with the University bearing eighty percent (80%) of the cost of arbitration.

D. PROCEDURE

1. The Official Grievance Form, Form G-1, shall be used in filing any grievance and may be filed by an employee, group of employees or the Association and shall be filed through the Association Office to the appropriate management official.
2. All grievances and appeals shall be filed in triplicates, one copy to the person against whom the grievance is filed, one copy to the Association, and one copy to the University's contract administrator.
3. For the purpose of this Article the levels of administrative authority are as follows in ascending order: (i) Department Chair; (ii) Dean; (iii) Provost/Vice President for Academic Affairs; and (iv) President.
4. A grievance shall be filed by the Association, a faculty member, or a group of faculty members at the lowest appropriate management level having authority to dispose of the complaint within ten (10) days of the occurrence giving rise to the complaint or within ten (10) days of the date on which the person(s) has learned of such occurrence whichever is later. Every effort shall be made by both parties to

resolve the matter informally at this level. The person with whom the grievance has been filed has seven (7) days to resolve the matter.

If the grievance is not resolved satisfactorily at the initial level, the grievant or the Association shall present it in writing to the person at the first appellate level within ten (10) days of response or non-response. That person or designee(s) have seven (7) days following receipt of the appeal to investigate the matter as deemed appropriate, discuss the matter with the grievant and/or the Association President or designee(s) and to submit a written decision, including reasons for said decision, to the grievant and the Association.

The same process will continue to next appellate level(s) and will stop at the President's level. However, the President shall render a decision on an appeal received at that level within ten (10) days of receiving the same.

If the grievance is not satisfactorily resolved at the President's level, the Association and only the Association may within thirty (30) days of the determination made at the level of the President commence an arbitration proceeding by serving the other party with a written notice of intention to arbitrate.

E. ARBITRATION

1. Procedure for selection of arbitrators: Within fifteen (15) days of signing this Agreement the parties shall jointly request the Federal Mediation and Conciliation Service for a list of not less than forty (40) arbitrators from the Washington Metropolitan Area who have had experience in higher education arbitration. Within fifteen (15) days of receiving such a list the parties shall meet to establish a master list of twenty-four (24) arbitrators which shall remain as the pool from which the arbitrators will be selected during the term of this Agreement.

   Each time an arbitrator is needed the parties shall meet and using the Table of Random Numbers select from the master list a group of eleven arbitrators. The parties will select an arbitrator from this list in the following manner: by agreement, if possible; otherwise by the parties alternately striking names from the list. The last remaining shall be selected as the arbitrator.
2. The parties shall jointly notify the Arbitrator in writing of their need for his/her services within ten (10) days of one party informing the other of intent to arbitrate.
3. The arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association.
4. Faculty, when required to be present and participate in the arbitration proceedings, shall be excused from University duties.
5. In the event an Arbitrator is removed or resigns, representatives of both parties will meet within ten (10) days to select a new Arbitrator.
6. The decision of the Arbitrator shall be final and binding upon the parties, but the Arbitrator shall have no authority to add to, subtract from, or modify this Agreement.
7. The Arbitrator's fees shall be shared equally by the Association and the University, but each party shall bear its own cost of presenting its case to the Arbitrator and for ordering transcripts.

F. RIGHTS OF THE ASSOCIATION

1. A representative of the Association shall be given an opportunity to be present at any meeting(s) which the University holds with a grievant regarding the grievance, regardless of whether the grievant wants such a representative(s) present.
2. The Association representative shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and to speak on behalf of the Association's particular point of interest in connection with the grievance.
3. A copy of documents and correspondence, excluding any official transcripts made, filed with respect to a grievance shall be made available to the Association upon written request.

G. SETTLEMENT

Any settlement, withdrawal or disposition of a grievance at any step at or below the level of the President shall not constitute a binding precedent for the settlement of similar grievances in the future.

Settlements (including implementation date(s) if relevant) shall be signed by the grievant, the Association and the University.

H. MISCELLANEOUS

1. Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the parties in interest.
2. No record of grievances shall be kept in the Official Personnel File of any of the participants.

I. ASSOCIATION OR UNIVERSITY AS GRIEVANT

If the Association or the University is the grievant, the parties shall meet to resolve the matter in the manner provided in the Article on Consultation. If the complaint or grievance is resolved by the parties, the resolution shall be reduced to writing and signed by the parties within ten (10) days of the meeting on the complaint or grievance. If the complaint or grievance is not resolved, the complaining or grieving party may take the matter to arbitration in the manner and within the time limits provided.

ARTICLE X - MANAGEMENT RIGHTS

As required by law, management shall retain all rights and authority set forth in Section 1708 (a) of the District of Columbia Government's Comprehensive Merit Personnel Act.

ARTICLE XI - DISCIPLINARY/ADVERSE ACTION

A. PRINCIPLES

1. The following standards and procedures shall be the exclusive means by which a disciplinary/adverse action may be brought against an employee covered by this Agreement.
2. For purposes of this Article, a disciplinary/adverse action is defined as a written warning, written reprimand, suspension, or termination.
3. A bargaining unit member may be subject to disciplinary/adverse action for cause. Cause is defined as:
   a. persistent dereliction of duties and/or responsibilities, or

b. gross professional misconduct.

4. The University carries the burden of proof concerning any and all disciplinary/adverse action(s) initiated under this Article.
5. Suspension of a unit member by the President of the University or, if absent, designee during the pendency of proceedings is justified only if immediate harm to the unit member or others is threatened by the unit member's continuance. Such suspension shall be with pay. Such action shall be reviewed by the President of the University and the President of the Association within five (5) working days.
6. Under no circumstances may the sanction of termination be implemented until the individual has exhausted all available administrative remedies under this Agreement or has failed to file a timely appeal of a decision.
7. Any disciplinary/adverse action proceedings or sanction(s) shall be kept strictly confidential to all except those in an official need to know capacity.

B. PROGRESSIVE IMPOSITION OF SANCTIONS

1. Recognizing the importance of counseling in the scheme of corrective discipline, the University and the Association agree that counseling will take place before sanctions are considered.
2. Further, the parties agree that sanctions, when imposed, will progress from minor to severe for repeated failure to meet professional obligations. However, in some circumstances actions or omissions which have resulted or may result in irreparable harm to this academic community or members thereof, may require the imposition of severe sanctions in the first instance.

C. PROCEDURES FOR THE IMPOSITION OF SANCTIONS

1. Sanction of WRITTEN WARNING. The sanction of written warning may be imposed by the department chair, dean, Provost/Vice President for Academic Affairs or the President if there is cause to warrant the sanction. The WRITTEN WARNING shall state the reason(s) in detail, and the bargaining unit member shall have the opportunity to respond, in writing, within ten (10) days of receipt. This statement shall be included in the official personnel file if the WRITTEN WARNING is placed in the file.
2. Sanction MORE SEVERE THAN WRITTEN WARNING. Complaints alleging that a unit member has engaged in conduct such as to warrant the imposition of sanctions more severe than WRITTEN WARNING shall be filed with the appropriate academic administrator at or above the level of Dean. Such complaints shall be in writing and shall state specifically the facts believed to constitute the grounds for the imposition of sanction(s). Upon receiving such written complaint the academic administrator will promptly have a copy of the written complaint delivered to the unit member or sent by certified mail to the last known address. The bargaining unit member shall have the opportunity to respond, in writing, within ten (10) working days of receipt of same. The academic administrator will then fully explore the possibility of settlement mutually acceptable to the unit member and the complainant. If no mutual settlement is effected, the following procedure will apply.
   a. WRITTEN REPRIMAND. If in the judgement of the academic administrator to whom the complaint has been referred, the preponderance of evidence supports the complaint against the unit member, the academic administrator may determine that the imposition of sanction of WRITTEN REPRIMAND is warranted. The written reprimand shall state the

reason(s) in detail. The bargaining unit member may appeal the reprimand to the next higher academic administrator, in writing, within ten (10) working days of receipt. The person to whom the appeal is made shall meet and discuss the matter with the bargaining unit member and the person issuing the reprimand, and shall issue a written decision within seven (7) working days of such a meeting.

b. Sanction MORE SEVERE THAN WRITTEN REPRIMAND. If the academic administrator believes that a sanction more severe than a written reprimand is called for, the matter will be forwarded to the next higher academic administrator who shall provide notice of intent to impose severe sanction(s) by certified mail (return receipt requested) to the unit member's address of record. The notice shall contain a description of the alleged act(s) or omission(s), date(s), time(s), place(s), and the proposed sanction. In addition, the notice shall inform the unit member of procedural protections available including the right to a review and an opportunity for a hearing before a committee of peers prior to the imposition of sanction(s) and the right to file a grievance with the President subsequent to the imposition of sanction(s) should that occur.

Within five (5) working days of the receipt of notice, a unit member may request a review and a hearing by an ad hoc committee of peers. Within two (2) working days of the receipt of the request for review, the committee shall be constituted as follows - one member appointed by the University President, one member appointed by the Association President, and the third member, who shall be the committee chair, appointed jointly. The ad hoc committee shall, within ten (10) working days of selection review the matter and hold a hearing, if requested, and shall within twenty (20) working days of selection issue a report to the President stating whether or not, in their opinion, there is cause to impose sanction(s).

In the event a hearing is held, the following procedures shall apply:

i. The bargaining unit member shall appear at the hearing and may be accompanied and assisted by other persons, including counsel and the Faculty Association.

ii. The University shall appear at the hearing and be represented by a person designated by the President. The University's representative may be accompanied and assisted by other persons, including counsel.

iii. Both parties shall be entitled to full disclosure of all relevant information prior to and during the proceedings.

iv. Hearings shall be open unless closed by request of the unit member or requirement of law. A verbatim record of all hearings shall be made.

v. During the hearing an opportunity shall be provided for the unit member or representative and the University's representative to present brief opening and closing statements and for both parties to present evidence and testimony and to call and cross-examine witnesses.

vi. The chair of the ad hoc committee shall preside at the hearing and over the deliberations of the committee. The chair shall have authority to rule on questions of admissibility of evidence,

and to exclude evidence which is irrelevant, untrustworthy and unduly repetitious.

vii. The ad hoc committee shall describe the issues considered, make its findings of fact and recommendations based on those findings in a written report to the University's President and Association's President.

The President shall, upon consideration of the ad hoc committee's report, impose the sanction or conclude the matter. When sanction has been imposed, the Association may take the matter to arbitration as provided for in this Agreement.

ARTICLE XII - CONSULTATION

The Administration and the Association agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of the Agreement, or a proposed action which would impact on terms and conditions of employment. The meeting(s) shall be held within ten (10) days of receipt of a request for such meeting(s). The request shall contain an agenda of items to be discussed. Either party shall provide the other with relevant documents sufficiently in advance of the meeting(s). The parties understand and agree that such meetings shall not constitute or be used for the purpose of negotiations, or for the purpose of discussing matters in the nature of grievances except those matters in which the Association or the University is the grievant. In case there is any disagreement between the parties regarding an action, a good faith effort shall be made to resolve the same before any unilateral action is taken.

ARTICLE XIII - ACADEMIC FREEDOM/ACADEMIC RIGHTS AND RESPONSIBILITIES

A. ACADEMIC FREEDOM

The parties agree that academic freedom is essential to the fulfillment of the mission of the University. Therefore, the parties reaffirm the basic principles of academic freedom, to wit:

A member of the faculty is free:

1. To teach and to discuss in class any aspect of a topic pertinent to the understanding of the subject matter of the course being taught;
2. To conduct research and publish the results;
3. To act and to speak in one's capacity as a citizen without institutional censorship or discipline; and
4. To manage their classroom in ways that are consistent with the stated goals of the University.

B. ACADEMIC RIGHTS AND RESPONSIBILITIES

Recognizing that academic freedom is accompanied by a corresponding concept of responsibility to the University and its students the following shall apply:

1. Individual faculty members shall ahve the right and responsibility to participate, collectively and individually, in the development of course syllabi and the selection of text books, consistent with academic needs, established course description, and established departmental and University standards. Within fiscal constraints, faculty

are entitled to freedom in the selection of non-text books, audiovisual aids, library materials, and other teaching aids.

2. Any research funded by the University shall be the property of the University. However, rights to research performed under summer research grants may be repurchased by the faculty member. All other research, materials written by or copyrighted by any individual faculty members shall remain the property of the faculty member.
3. Faculty members shall have the sole responsibility to evaluate and grade students in their classes as long as such evaluation and resulting grade are consistent with established criteria and can be justified by the instructor's records and professional judgement.
4. Department faculty shall have the collective right and responsibility for formally recommending their majors as candidates for graduation.

ARTICLE XIV - UNIVERSITY TENURE

The University, as a public land-grant institution, recognizes and supports the concept of tenure. The granting of tenure to a bargaining unit member shall not constitute relief from the application of the full provisions of this agreement.

ARTICLE XV - EVALUATION PROCEDURES

A. Principles

1. Faculty evaluations at the University of the District of Columbia are used to assess the quality of performance, to improve professional skills and performance, to encourage professional growth and development, and to foster university and public service.
2. Student evaluation of teaching shall be assessed for the purpose of improving teaching. The department chair shall arrange for the students in each class offered by the department to complete the teacher and course evaluation forms jointly developed by the Association and the Administration. The results of the assessments will be compiled statistically for the department to review. Written comments by students, if any, will be given to the faculty member after grades are submitted for the appropriate class.
3. Annual evaluations are required.
4. Evaluations of faculty members originate in the department. It represents a responsibility of the Administration which is shared in by the individual faculty member, peers, and where applicable, students.
5. The results of this evaluation process will help determine the terms and conditions of faculty contracts for the ensuing contract year.
6. The quality of the faculty member's performance is the primary consideration. Quantity of activities does not, in and of itself, guarantee the quality of performance.

7a. Teaching faculty are expected to:

i. demonstrate an acceptable level of teaching competence;
ii. prepare and present appropriate course materials and meet all scheduled classes;
iii. strive to improve the ability to communicate with students and

maintain a responsible attitude toward the student's educational progress;

iv. maintain student consultation hours in accordance with workload assignments;

v. submit all grades on schedule and fulfill all other faculty duties, e.g., student advising, attending meetings, etc.;

vi. show evidence of continuing scholarship and professional growth;

vii. show evidence of service to the University and/or community.

7b. LRD faculty are expected to:

i. demonstrate an acceptable level of job performance;

ii. prepare and present appropriate work documents;

iii. strive to improve the ability to communicate with students and maintain a responsible attitude toward the student's educational progress;

iv. maintain assigned duty hours;

v. show evidence of continuing scholarship and professional growth;

vi. show evidence of service to the University and/or community.

8. The guidelines, instruments, and procedures to be used for evaluation shall be made available to each faculty member prior to the beginning of the evaluation period.

9. No pre-set distribution of ratings shall be established.

10. The University shall notify the Association of all evaluation appeals. The Association, at the request of the faculty member, may represent the person at any evaluation hearing. The University shall inform the Association promptly of the schedule of all evaluation hearings to enable the Association representative to be present.

11. Faculty evaluations are based on assessment of activities in four categories: teaching (job performance for LRD faculty), job related responsibilities, scholarship and professional growth, and university and/or public service. Sixty-four percent (64%) of the evaluation shall be assigned to categories corresponding to the individual's workload assignment with the remaining thirty six percent (36%) distributed as follows: twenty percent (20%) to scholarship and professional growth, sixteen percent (16%) to university and/or public service. Activities which are Authorized University Activity under Workload Article may not be used to satisfy the minimum requirements under scholarship and professional growth and university and/or public service.

12. Faculty granted Sabbatical Leave, Leave With Pay, and Leave Without Pay shall be exempt from the evaluation process during the period of leave. The department chair shall complete an evaluation profile sheet making the appropriate notation for each such faculty member in the department.

B. Evaluation Committees

1. The College Evaluation and Promotion Committee (CEPC)

a. Is a group of full-time faculty members consisting of one representative from each department in that college. The Learning Resources Division shall be considered a college in the context of this Article. Each department shall elect its representative by the second Friday in February. Initially, as determined by lot, one-third of the committee shall serve for three years, one-third shall serve for two years, and the remaining one-third

shall serve for one year. All subsequent elected representatives shall serve three year terms. The Committee shall elect its chair annually.

b. Shall quantify the norm for each activity acceptable under the sub-categories of the evaluation and shall determine the nature of evidence required in support of the activity, all of which is subject to the approval of the respective dean. The committee shall submit its recommendations to the dean not later than the second Friday in April. A copy of the committee's recommended standards shall be simultaneously transmitted to the Association for review and comment. The Association must submit its comments, if any, to the dean not later than the fourth Friday in April. If there is disagreement between the dean and the committee, the parties shall meet to resolve the issue(s). Approved norms, together with all guidelines, instruments, and procedures, consistent with this Agreement, shall be distributed by the dean to the college faculty no later than the second Friday in May with copies to the Provost/VPAA and the Association.

c. The approved CEPC standards shall remain in effect for the duration of this Agreement. However, they should be reviewed annually by the CEPC. Any modifications recommended by the CEPC must be approved by the dean before being distributed as in (b.) above.

d. No member of the committee may apply for promotion in rank while serving on the College Evaluation and Promotion Committee.

2. <u>The Department Evaluation and Promotion Committee (DEPC)</u>

a. Is a group of full-time faculty members who shall be responsible for carrying out the evaluation process within their respective department.

b. The membership of the committee will be elected by the full-time faculty in the department no later than the fourth Friday in March. The committee shall elect its chair. Membership on the committee shall be limited as follows:

Department with 7 or less
full-time permanent faculty - 3 members
Department with 8 -15 full-time
permanent faculty - 5 members
Department with 16 or more
full-time permanent faculty - 7 members

No member of the committee may apply for promotion in rank while serving on the DEPC.

c. When a department committee cannot be constituted under the conditions outlined above, the department faculty and chairperson, the dean, and a representative of the Association shall meet to determine the structure of the committee.

d. All decisions of the DEPC must be made when the following quorum is present:

Committee of 3 members - 3
Committee of 5 members - 4
Committee of 7 members - 5

e. Questions of interpretation, implementation or applicability of CEPC standards by the DEPC shall be submitted in writing to the CEPC. Copies of the CEPC's written response will be forwarded

to the DEPC, the dean, the Provost/VPAA, and the Association.

C. Definitions

1. Evaluation period refers to August 16 through the following August 15. However, teaching will be evaluated only for Fall and Spring semesters. First year faculty will have an interim pro-rated evaluation covering the period August 16 through December 15.
2. Ratings:
   a. A rating of OUTSTANDING shall be used when a faculty member's overall performance rating falls in the range of 90 to 100.
   b. A rating of GOOD shall be used when a faculty member's overall performance falls in the range of 80 to 89.
   c. A rating of SATISFACTORY shall be used when a faculty member's overall performance rating falls in the range of 70 to 79.
   d. A rating of UNSATISFACTORY shall be used when a faculty member's overall performance rating falls below 70.

D. EVALUATION CRITERIA

1. Evaluation of Teaching Faculty
   a. Teaching and Job Related Responsibilities.
      Evaluations in this area shall be based on:
      i. The DEPC's assessment of materials presented for each class, to include the syllabus, the course outline, instructional materials prepared for classroom use, and copies of instruments used to assess students or in their absence, a detailed description of how students are assessed.
      ii. The department chairperson's assessment of performance of job related responsibilities to include maintaining records, reporting grades, punctuality, meeting scheduled classes, submission of reports, and attending required department, college, and university meetings.
   b. Scholorship and Professional Growth
      However varied the purpose of scholarship and however diverse the forms in which scholarship is manifested, to be eligible for consideration in the evaluation process it must appear in tangible form or be verifiable and be disseminated to and warrant recognition by an audience capable of appreciating and assessing its value. Scholarship and professional growth and development activities to be considered may include, but are limited to:
      i. Original research
      ii. Publication in professional journals
      iii. Creative works, shows and/or performances
      iv. Technical or vocational activities, products or programs, inventions, and patents
      v. Improved instructional materials or methods copyrighted, disseminated, and/or implemented
      vi. Activities in professional, technical, and industrial organizations
      vii. Authorships and editorships
      viii. Consultantships or special activities that bring significant prestige and honor to the University
      ix. Study/work with peers and/or experts in the field and/or study leading to improved capabilities and/or credentials
   c. University Service

This category shall include activities, other than teaching or scholarship, that contribute to the day-to-day operations and development of the University. University service to be considered may include but is not limited to :

i. Active participation in departmental, college and university activities, both within and outside the discipline
ii. Leadership within the campus community
iii. Active participation in faculty and institutional governance and Faculty Association
iv. Assisting colleagues and others with their University related tasks and problems
v. Representing the University, either formally or informally, at appropriate functions
vi. Individual contributions deemed significant to the growth and development of the University or its components, such as position papers and the securing of grants and contracts

d. Public Service

Faculty members are encouraged to fulfill their citizenship roles and aid in meeting the land-grant mission of the University by contributing their expertise, knowledge, and skills through active participation in the activities and organizations of the community. Illustrative activities may include consultations, memberships on Boards and committees, speaking to public bodies, and participation in workshops and professional conferences.

2. Evaluation of LRD Faculty

a. Job Performance

Evaluation in this area shall be based on the assessment by the DEPC and the department chair. These assessments shall include but are not limited to an examination of the quality and quantity of the faculty member's work.

b. Scholarship and Professional Growth, University Service, and Public Service

The conditions for scholarship and professional growth, University service, and public service applicable to teaching faculty are also applicable to LRD faculty.

ALL ACTIVITIES RELATING TO THE EVALUATION CATEGORIES WHICH ARE TO BE INCLUDED IN THE TOTAL EVALUATION MUST BE SUPPORTED BY VERIFIABLE EVIDENCE. SUCH SUPPORTING DOCUMENTATION MUST BE PROVIDED TO THE DEPC BY THE FACULTY MEMBER.

E. <u>Evaluation Procedures</u>

1. The department chairperson shall submit an evaluation profile sheet to the chair of the DEPC for each full-time permanent faculty member reflecting the distribution of the evaluation categories not later than the second Friday in September.
2. The individual faculty member shall submit evidence to support activities to be credited to the evaluation categories - teaching, scholarship and professional growth, and university and/or public service to the chair of the DEPC no later than the fourth Friday in September.
3. The department chair shall assess the job related responsibilities of each faculty member and recommend a performance rating using the appropriate standard form. The chair shall submit the assessment and recommendation to the faculty member for review no later than

the fourth Friday in September. The faculty member may request reconsideration of the chairperson's assessment and recommendation by submitting documents and/or supportable statements to the chair no later than the first Friday in October. The chair shall review the material submitted and respond to the reconsideration request in writing to the faculty member not later than the second Friday in October.

4. The DEPC shall review and assess materials submitted in (2) above in accordance with norms established by the CEPC. The DEPC shall complete its review and assessment and recommend a performance rating for each faculty member no later than the fourth Friday in October. The DEPC will communicate its assessments to the individual faculty member in writing no later than the first Friday in November. The faculty member may request reconsideration of the DEPC's assessment by submitting documents and/or supportable statements to the DEPC no later than the second Friday in November. The DEPC shall review the material submitted and respond to the reconsideration request in writing to the faculty member no later than the third Friday in November. The DEPC shall forward to the department chairperson all evaluation materials, including reporting forms, assessment forms, evidences of activities assessed, and reconsideration requests and decisions, no later than the first Friday in December.
5. The department chair shall transmit the recommendations of the DEPC and the chair's recommendations together with all evidences and documents pertianing to these recommendations to the dean no later than the second Friday in December.
6. The faculty member may appeal the DEPC's and/or the department chair's recommendation by submitting documents and/or supportable statements to the dean no later than the second Friday in December.
7. The dean shall review the evaluation package received from the department chair together with any appeal materials received from the faculty member and assign an overall performance rating. The dean shall communicate this performance rating to the faculty member no later than the first Friday in February.
8. The faculty member may appeal the dean's rating to the Vice President for Academic Affairs no later than the third Friday in February.
9. A University-Wide Review Committee (URC) consisting of one faculty member with rank of professor from each of the colleges appointed by the Association shall review the appeal and make a recommendation to the Vice President for Academic Affairs no later than the third Friday in March. If the committee determines that a hearing is warranted, the hearing will be conducted so that the committee's recommendation will be received by the Vice President for Academic Affairs no later than the fourth Friday in March.
10. The Vice President for Academic Affairs will transmit the appeal decision in writing to the faculty member, together with a copy of the review committee's report, no later than the first Friday in April.

ARTICLE XVI - PROMOTION PROCEDURES

A. <u>Principles</u>

1. Promotion refers to the advancement from one academic rank to a higher

rank. Promotion shall be the result of a selective process to identify the candidates from among the eligible regular full-time faculty. It is awarded in recognition of the professional stature achieved by an individual as assessed in relation to one's contributions to the three-fold mission of the University, namely teaching, research, and service.

The rigor of the scrutiny of the scholarship and professional activity of an individual will necessarily vary with the academic rank for which one is being considered. Thus the assessment for promotion to the rank of Assistant Professor requires the least rigor, while promotion to the rank of Professor requires the most stringent assessment of one's achievements.

2. Assessment of promotion applications will be based on uniformly administered principles, procedures, and criteria which have been designed to ensure fair and impartial judgments. It shall be the responsibility of the Administration to disseminate the established criteria to the faculty at the beginning of the academic year.
3. The following shall form the parameters for assessing applicants for promotion:
   a. Academic,scholarly, and service achievements;
   b. Quality of teaching and teaching-related performance (in the case of LRD faculty, quality of job performance).

   See Article XV, Evaluation Procedures, for activities to be considered in these areas.
4. The University shall budget annually an amount at least equal to 0.7% of the salary of bargaining unit faculty for use in funding promotions for bargaining unit members.
5. The faculty member has the right to have scholarship judged by persons who are competent to do so.
6. University promotion standards and weights established shall include recognition of rating(s) awarded to previous application(s) for promotion.

B. Minimum Eligibility

The following requirements of minimum eligibility must be met before a faculty member can be considered for promotion.

Faculty members applying for promotion must have:

1. for the last three evaluations at least one Outstanding (Excellent) rating and none less than Good or at least two outstanding (Excellent) ratings on of which must be the most recent;
2. met the required amount of time in lower rank by August 16 of the submitting year as shown below;
3. met the degree requirements as shown below by September 15 of the submitting year.

RANK	YEARS AT LOWER RANK AT UDC	DEGREE REQUIREMENTS
Assistant Professor	0	Appropriate terminal degree
	OR	
	5	At least 12 graduate credits, appropriate to the discipline, beyond

		the Master's degree
Associate Professor	4	Appropriate terminal degree
	OR	
	8	At least 24 graduate credits, appropriate to the discipline, beyond the Master's degree
Professor	5	Appropriate terminal degree
	OR	
	10	At least 36 graduate credits, appropriate to the discipline, beyond the Master's degree

C. Promotion Committees

1. Department Evaluation and Promotion Committee (CEPC)
   See Article XV, Evaluation Procedures, for structure.
2. College Evaluation and Promotion Committee (CEPC)
   See Article XV, Evaluation Procedures, for structure. (The Learning Resources Division shall be considered a college within the context of this Article.) This committee shall develop a detailed set of standards and weights to be used in assessing applicants for promotion, including a formula for giving credit to faculty reapplying for promotion whose rating(s) for the previous year(s) was(were) "strongly recommended". The committee shall submit its recommendations to the Provost/VPAA no later than the fourth Friday in March. A copy of the committee's recommended standards and weights shall be simultaneously transmitted to the dean and the Association for review and comment. Comments, if any, must be submitted to the Provost/VPAA no later than the second Friday in April.
3. University Promotion Standards Committee (UPSC)
   Membership on this committee shall be limited to the chairpersons of the various CEPC's, the respective deans, and a representative of the Faculty Association. The Provost/VPAA shall serve as chair of the committee. The committee shall, using the various CEPC recommendations and submitted comments, establish university-wide promotion standards and weights including a formula for giving credit to faculty reapplying for promotion whose rating(s) for the previous year(s) was(were) "strongly recommended". The Provost/VPAA shall disseminate these standards and weights to the faculty no later than the second Friday in May. These standards and weights shall remain in effect for the duration of this Agreement. The committee shall meet annually to review these standards and weights.
4. University-Wide Review Committee (URC)
   For structure see Article XV, Evaluation Procedures. This committee shall (i) hear appeals of applicants who have been declared ineligible and render binding rulings on those appeals and (ii) serve as an advisory body to the Provost/VPAA on appeals at that level.

D. Procedures

1. An applicant for promotion shall submit the application with supporting documents to the department chair no later than the second Friday in September. The application is to be filed on Form P-1. The department chair shall issue a receipt to the applicant.
2. The department chair shall promptly review the records and certify whether the applicant meets minimum eligibility requirements as outlined in (B) above. The department chair shall send notice of eligibility to the DEPC with a copy to the applicant by the third Friday in September. If a faculty member disagrees with the minimum eligibility determination given, the faculty member shall, within five (5) working days, file a written request for a determination of eligibility by the University-wide Review Committee (URC). The URC shall notify the faculty member of its decision by the second Friday in October with a copy to the department chair. The URC's decision shall be binding.
3. The department chair shall review the documents and make a recommendation no later than the fourth Friday in October as to whether or not an applicant should be promoted. The chair shall rank the applicants separately for each academic rank. Those who are recommended shall be given one of the following ratings: (i) Strongly Recommended; (ii) Recommended but not Strongly Recommended. The chair is required to state reasons for the given rating. This rating shall be made on Form P-2. The chair shall send this form promptly to the CEPC chair with a copy to the applicant and forward all other documents to the DEPC.
4. The DEPC shall review the application with all the supporting documents and make a recommendation no later than the third Friday in November as to whether or not the applicant should be promoted. The DEPC shall rank the applicants separately for each academic rank. Those who are recommended shall be given one of the following ratings: (i) Strongly Recommended; (ii) Recommended but not Strongly Recommended. The committee is required to state reasons for the given rating. This rating shall be made on Form P-3. The committee shall send the form, along with the application and all supporting documents, to the CEPC chair, with a copy of the Form P-3 to the applicant no later than the first Friday in December.
5. The applicant may submit to the CEPC comments on the decision of the department chair and/or the DEPC no later than the first Friday in January.
6. The CEPC shall review the materials of all the applicants along with the comments submitted by the applicant, if any, and make a recommendation as to whether or not an applicant should be promoted. The CEPC may hold such interviews, hearings, etc. as it deems necessary to assist in making a recommendation. The committee shall rank the applicants separately for each academic rank. Those who are recommended shall be given one of the following ratings: (i) Strongly Recommended; (ii) Recommended but not Strongly Recommended. The committee is required to state reasons for the given rating on Form P-4. The committee shall complete its task by the first Friday in February and shall promptly forward all the materials to the dean and shall send a copy of its recommendation and assigned rank to the faculty member.

7. The dean shall review all the information received and shall rank the applicants separately for each academic rank giving one of the following ratings: (i) Recommended; (ii) Not Recommended. The dean shall state reasons for the given rating. This rating shall be made on Form P-5. The dean shall forward the recommendations for all applicants together with all the materials for the college's recommended candidates to the Provost/VPAA no later than the fourth Friday in February. A copy of the rating, with reasons, and rank assigned to the promotion application shall be simultaneously provided to each applicant.
8. The applicant may appeal the recommendation of the dean to the Provost/VPAA within five (5) working days of receiving the dean's recommendation. The Provost/VPAA shall convene the URC and shall submit to it all the appeals and relevant documents no later than the second Friday in March. The URC shall hold hearings and make its recommendations to the Provost/VPAA no later than April 1. The Provost/VPAA shall review the recommendations of the dean together with the recommendations of the URC and shall submit a listing of University candidates for promotion to the President no later than April 10, a copy of which shall be sent simultaneously t the applicants and the Association.
9. Promotion applicants not included on the listing of University candidates for promotion who were Strongly Recommended by their CEPC or recommended by the URC may appeal to the President within five (5) working days after receiving the listing of University candidates for promotion. The applicant shall be granted a hearing to be held within two (2) weeks. The President shall render a decision within five (5) working days after the hearing. The President shall include justification of the decision in writing and shall inform the applicant as well as the Association.
10. The faculty member's personal portfolio of verifiable evidence submitted as supporting documents shall be returned within sixty (60) calendar days after promotions have been announced unless it is necessary to retain them for an appeal in process. It is the responsibility of the faculty member to retrieve this material from the dean's office within thirty (30) days of the above date.

ARTICLE XVII - WORKLOAD

A. <u>Teaching Faculty</u>

1. The workload of teaching faculty shall be consistent with the University's mission and shall consist of a combination of teaching and teaching-related activities, research, university service, and public service. The basis for determining the composition of a faculty member's workload shall be University responsibilities and need.
2. Academic year appointments shall be from August 16 through May 15 which covers both Fall and Spring Semesters.
3. The normal workload assignment shall be a semester average of 32 profes-

sional units (pu's) computed annually in the second semester. One professional unit is roughly equivalent to 2.5% of the total effort per week.

4. For the determination of workload the following shall apply:
   a. Instructional Activity
      (1) One (1) pu per semester for one (1) fifty minute period of instruction per week. (All terms, regardless of duration, will be calculated on the basis of a nominal fifteen (15) week semester.)
   b. Pre-Class Activity
      (1) One (1) pu per credit hour for preparation of a different undergraduate course and, if appropriate, an additional one-half (.50) pu per lab session.
      (2) One and one-half (1.50) pu per credit hour for preparation of a graduate course.
      (3) One and one-half (1.50) pu per credit hour for preparation of a course the faculty member has not taught before.
      (4) One-half (.50) pu per credit hour for preparation of each additional section of the same course.
   c. Post-Class Activity
      (1) One-half (.50) pu per credit hour for grading and record keeping.
      (2) One (1) pu per semester for each 45 student credit hours (SCH), or major fraction thereof, taught beyond 225 SCH per semester.
   d. Student Consultation
      One (1) pu per course taught.
   e. Authorized University Activity
      Four (4) pu for each 10% of effort. The amount of time to be spent on these activities shall be agreed in writing by the faculty member, department chairperson and the dean.
   f. In no case shall a faculty member be required to teach more than twenty four (24) credit hours per academic year.
5. Each semester schedule of classes, including Summer, will be posted for a minimum of one (1) week to permit faculty to make known to the chairperson any preferences. Individual workload assignments shall be made by the department chairperson in consultation with the individual faculty member and approved by the dean.
6. Faculty shall be entitled to overload compensation for teaching beyond the full workload of sixty four (64) pu's per academic year at the current part-time rate.
7. Faculty shall not be required to maintain more than five office hours per week during the academic year.
8. No faculty member shall have more than three different courses per semester unless requested in writing by the faculty member.
9. Absent the consent of a faculty member in writing, no assignment shall be made which requires class/field/laboratory meetings (a) beyond an eight hour span in one day; (b) within a twelve hour span in two consecutive days or (c) on more than five days per week.
10. Qualified faculty in a department may request and be assigned one (1) course for which a part-time faculty appointment would have to be made. The rate of pay shall be based on the part-time salary scale and shall be determined by the credit hours assigned to the course with the addition of one (1) non-contact hour.
11. Faculty shall be free to accept or reject without prejudice any overload assignment.

B. LRD Faculty

1. The workload of faculty in LRD shall be consistent with the University's mission and shall consist of activities related to maintianing the library and media services, acquisition and cataloging, research, university service, and public service. The basis for determining the composition of a faculty member's workload shall be University responsibilities and need. Except for such periods of annual leave and holidays, faculty shall be available for assignment to professional activities as necessary to maintain the usual hours of operation of the unit.
2. Appointments for faculty on a twelve month contract shall be from October 1 through September 30 and for faculty on academic year appointments shall be from August 16 through May 15.
3. Normal workload assignments shall be thirty two (32) professional units (pu's) per week. One professional unit (pu) us equivalent to one (1) hour of assigned duty.
4. Each semester schedule of assignments, including Summer, will be prepared and posted for a minimum of one (1) week, four (4) weeks prior to the beginning of the semester, to permit faculty to make known to the chairperson any preferences. Individual workload assignments shall be made by the department chairperson in consultation with the individual faculty member and approved by the Director.
5. Faculty will be entitled to overload compensation for working beyond the full workload on the basis of 1/32 of their weekly salary per pu.
6. In the absence of written consent, assignments will not be made which require duty (a) beyond an eight hour span in one day; (b) within a twelve hour span on two consecutive days; or (c) for more than five consecutive days in any seven day period.

ARTICLE XVIII - COMPENSATION

A. WAGES

1. Fiscal Year 1985

Employees who are in the compensation unit covered by this Agreement and who are in a pay status on the effective date of this Agreement shall receive a one-time supplemental bonus in the amount of four percent (4%) of their scheduled base salary then in effect. The bonus shall be paid in a lump sum within forty five (45) days after the Agreement has become effective and shall be subject to withholding. The bonus shall be in addition to basic pay and shall not constitute an increase to an employee's rate of basic pay. Further, the bonus shall not be considered basic pay for computing retirement credits, lump sum leave, severence pay, or any other entitlement that is computed based on base pay.

2. Fiscal Year 1986

Effective the first pay period beginning October 1, 1985 the University will increase FY 1986 salary schedules of employees covered by this Agreement by three and one-half percent (3.5%) in accordance with past methods of increasing base salary schedules.

3. Fiscal Year 1987

Effective the first pay period beginning October 1, 1986 the University will increase FY 1987 salary schedules of employees covered by this Agreement by a minimum of four and one-half percent (4.5%) to a maximum of six

percent (6%) as determined by the actual percentage change of the July 1985-july 1986 Washington SMSA Consumer Price Index in accordance with past methods of increasing base salary schedules.

B. FACULTY SALARY SCHEDULE

Effective October 1, 1985 the Faculty Salary Schedule shall be expanded by increments as follows:

1. Professor - the addition of five (5) increments to create step 11, step 12, step 13, step 14, and step 15.
2. Associate Professor - the addition of three (3) increments to create step 11, step 12, and step 13.
3. Assistant Professor - the addition of two (2) increments to create step 11 and step 12.

C. SALARY PAYMENTS

Faculty salary payment shall be made twice a month, on the University working day nearest to the 1st and 16th of the month. The mode of salary payment, through the department or by mail to the home or bank, shall be determined by the faculty member. Faculty on nine (9) month contract, effective August 1985, may elect to be paid in either eighteen (18) semi-monthly installments or twenty four (24) semi-monthly installments. Faculty must select a payment option prior to May 15, 1985 by completing the appropriate payroll form(s). Faculty may elect to change their payment option on or before August 16 of each subsequent year by completing the appropriate payroll form(s). Changes in pay plan option may not be made at any other time.

D. PAYROLL DEDUCTIONS

Voluntary deductions and direct deposits may be requested by unit members in accordance with the policies and practices of the District of Columbia Government.

E. BENEFITS

There shall be a joint labor-management benefit study committee appointed within thirty (30) days of the ratification of this Agreement. It shall be the charge of this committee to meet regularly to discuss all benefits issues, to gather information, and report regularly to the President of the University or designee(s) and the President of the Association or designee(s). Further the charge of the committee will be to recommend the most cost-effective and the most comprehensive benefit program for the well being of the University community. Annual written reports and recommendations will be made to the President of the University and the President of the Association no later than ninety (90) days prior to the anniversary date of this Agreement. The committee's recommendations will determine the total benefit program offered by the University for bargaining unit members. The University agrees to maintain the current benefit program until the committee develops recommendations and those recommendations are fulfilled. The University agrees that no benefit program will be adopted that would provide less than the benefit program in effect at the ratification of this Agreement.

F. PARKING

Unit members may purchase either annual or academic year parking permits at a twenty percent (20%) discount if purchased before August 16 of each academic year.

6. TUITION REMISSION

Unit members, their spouses, their dependent children, and other persons who are deemed dependents of the faculty member for tax purposes will be permitted to enroll in any University course with a waiver of tuition in accordance with established University procedures. In the event of the death, retirement, or disability of a faculty member this provision shall remain in force for their spouse and dependent children.

H. OVERLOAD COMPENSATION UNDER FUNDED RESEARCH

Faculty shall be entitled to receive funded compensation up to twenty five percent (25%) of their base salary for work involving funded research in excess of their full workload during the academic year. Payments made pursuant to this section must be in compliance with appropriate statutes and regulations, and must be covered by funds within the grant or contract.

I. SICK LEAVE

1. All teaching faculty unit members as of October 1, 1984 will receive a sick leave bank of thirty (30) days. Upon ratification of this Agreement, the University will provide one (1) day of sick leave for each month or portion thereof in which a teaching faculty unit member is employed. The day will be added to the sick leave bank after the completion of each month of employment. There shall be no maximum accrual. Faculty unit members who are unable to fulfill their responsibilities for reasons of health shall be required to report their absence to the appropriate administrator to obtain replacement(s). Health reasons may be physical or mental. Faculty unit members who are unable to fill their obligations for reasons of health will be charged one day of sick leave for each day of absence. Should the sick leave bank become zero, faculty may request advance sick leave not to exceed the academic year accrual (9 days). Leave advanced must be repaid immediately as leave begins to accrue. At the time of retirement or upon total disability or death, an employee (or the estate) shall receive a lump sum payment equal to ten percent (10%) of the unused accumulated sick leave computed at the employee's current rate of pay.

   Sick leave may be used for extended bereavement leave.

2. The current sick leave provisions in the Administrative Personnel Policies shall be applicable for faculty members holding twelve month contracts.

J. SUMMER SEMESTER

1. Bargaining unit members working in Summer shall be paid $300 per professional unit as defined in the Article on Workload.
2. Summer contracts shall be issued no later than March 15 of each year.
3. Full-time permanent faculty shall have priority over part-time and tempory faculty for summer employment.
4. Faculty shall be offered employment, if qualified to teach the course(s) being offered, on a rotational basis if summer employment opportunities are not available for all the faculty in a given department.

K. INCENTIVE AWARDS PROGRAM

An incentive awards program will be established within ninety (90) days of signing this Agreement. The guidelines will be developed by mutual agreement of the parties. Included in the program shall be recognition of faculty for service to the University and community, and to the profession.

L. ANNUAL LEAVE

The current annual leave provisions in the Administrative Personnel Policies shall be applicable for faculty members holding twelve month contracts.

M. COMPENSATION FOR SABBATICAL LEAVE

1. Sabbatical leave salary shall be calculated on the rate established for the rank and step to which the individual would be entitled if the sabbatical was not taken.
2. All benefits assumed by the University will be continued during a faculty member's sabbatical leave period.
3. Sabbatical leave may be granted at a rate of one-half salary for a full academic year of leave. When circumstances warrant and budgetary considerations/allocations permit, a faculty member may be granted full salary for one-half of an academic year. Every effort shall be made to resolve budgetary constraints so that the granting of full-pay half-year sabbaticals becomes a viable option for all faculty.

N. RETIREMENT

The University will continue to maintain social security retirement system for unit members. It shall continue to maintain the other current retirement plans, namely TIAA/CREF, Teachers Salary Act Retirement Plan (TSA), and Civil Service Retirement for those who are eligible for one of these plans.

O. FACULTY DEVELOPMENT PROGRAM

The parties agree to establish a joint labor-management committee within thirty (30) days of the signing of this Agreement which shall compile data on all existing faculty development funding, including, but not limited to, funds for research, travel, retraining, and registration for professional meetings. The committee shall make recommendations to the President of the Association and the President of the University within one hundred eighty (180) days as to the establishment of a University-wide Faculty Development Program.

P. MATERNITY/PATERNITY LEAVE

1. Faculty members will be granted thirty (30) calendar days leave with pay in connection with the birth or adoption of their children. Such leave will begin on the date of delivery or adoption.
2. Upon the request of the faculty member, an additional thirty (30) calendar days at one-half pay shall be granted for maternity leave. Such leave may be taken prior to the commencement and/or at the expiration of the period of leave with full pay.

Q. INDIVIDUAL CONTRACTS

Faculty shall be issued individual contracts by April 15 for the following academic year. Such contracts shall include department, salary, rank, step, status as to whether it is a continuing contract, and shall incorporate this Master Agreement by reference.

ARTICLE XIX - PROCEDURES FOR LEAVES

Application for leaves shall be submitted on Form L-1 according to stipulated timelines, except where extenuating circumstances warrant less time, and shall include a statement of purpose for which the leave is requested, its anticipated duration, and its value to the applicant and/or University. Each applicant shall receive a written response regarding the disposition

of the request.

A. LEAVE OF ABSENCE WITHOUT PAY

1. The University may grant a full-time faculty member a leave of absence without pay to hold political office, to accept a political appointment, to render private or public service, to accept temporary appointment at another institution of higher learning, or to engage in any activity deemed advantageous to the University's institutional reputation. The leave may be awarded for up to two (2) years, subject to one renewal, during which the faculty member's name will remain on the faculty roster. Upon return from leave, the faculty member shall be reinstated at the rank held prior to the leave of absence.
2. Application must be submitted to the department chair by the first Monday in May if such leave is to be effective for the Fall Semester and by the second Friday in November for leave during the Spring Semester.

B. EDUCATIONAL LEAVE WITHOUT PAY

1. The University may grant a full-time faculty member leave without pay for study, research, travel in connection with study or research, or any agreed upon activity which will enhance the professional standing of the faculty member and the University. Leave may be granted for up to one academic year with an extension of up to an additional year. The faculty member's health insurance and life insurance shall be maintained. The faculty member is obligated to return to serve one (1) year for each year of leave taken.
2. Application must be submitted to the department chair by the first Monday in May if such leave is to be effective for the Fall Semester and by the second Friday in November for leave during the Spring Semester.

C. BEREAVEMENT LEAVE

1. Upon written request a faculty member may be granted leave with pay of at least five (5) University work days for the death of an immediate family member.
2. In the event of the death of a family member other than an immediate family member, a faculty member may be granted time to attend the funeral. Additional time may be allowed for special circumstances upon receiving a written request from the faculty member.

D. EMERGENCY LEAVE

1. Emergency Leave With Pay is intended to provide a leave status of short term duration (not more than one work day). The problem must have been suddenly precipitated, must be of such a nature that preplanning was not possible, or when preplanning could not relieve the necessity for the faculty member's absence.
2. If leave is required beyond one day it is expected that the faculty member will apply for some other type of leave either with or without pay as may be appropriate to the circumstances.
3. Emergency leave requires immediate notification to the department chair and must be applied for within three days after the actual emergency. The granting of emergency leave is contingent upon the justification.

E. PROFESSIONAL/ADMINISTRATIVE LEAVE

1. Professional leave may be granted to a faculty member for short periods

for professional purposes (eg. conferences, meetings, etc.) without loss of pay and, upon approval, may include reimbursement by the University for expenses incurred. Faculty are entitled to professional leave at least once every semester. Administrative leave may be granted without loss of pay when circumstances warrant.

2. Application for leave must be submitted at least fifteen (15) days prior to the date such leave would begin.
3. Leaves of three (3) calendar days or less to attend professional meetings require only the approval of the department chair.

F. MILITARY LEAVE

1. A leave of absence shall be granted to any faculty member called to military service in accordance with the appropriate federal, state, and district statutes.
2. Faculty members called to military service must notify the department chair immediately and provide a copy of the military orders requiring the leave.

G. MATERNITY/PATERNITY LEAVE

1. See article on compensation section P.
2. Application for leave must be submitted no less than ninety (90) days prior to the expected date of birth or adoption.

H. SICK LEAVE

See article on compensation section I.

I. SABBATICAL LEAVE

1. See article on compensation section M. Sabbatical leaves may be granted for planned travel, study, formal education, research, writing, or other experiences of professional value.
2. Applications for sabbatical must be filed with the department chair no later than the first Monday in November prior to the academic year during which the leave would be taken.
3. For each six (6) years of full-time service at the University, a faculty member is eligible to be considered for sabbatical leave. Applicants with the longest period of service since the last sabbatical shall be given priority consideration among the applicants for sabbaticals of equal duration.
4. Sabbatical awards shall be announced by the Provost/Vice President for Academic Affairs no later than the second Friday in March.
5. Upon return the faculty member will submit a report of activities and accomplishments while on sabbatical leave. The report shall be due within ninety (90) days of return.
6. The faculty member accepting a sabbatical leave is obligated to continue in the service of the University for at least one (1) full year upon return.

J. DISABILITY LEAVE

See article on compensation section E. Faculty members requesting disability leave shall be assisted by the University's Benefits Officer in filing for such leave.

K. COURT LEAVE

1. Evidence in the form of a subpoena or other official court document must be presented to the faculty member's department chair no less than five (5) days prior to the anticipated absence. The University retains the right to request the appropriate authorities to relieve a faculty member from jury duty or the court appearance.

2. A faculty member who serves as a member of a jury shall be permitted to be absent from duties without loss of pay and without charge against any leave. If, after reporting for jury duty, it is determined that the faculty member's services are not required and the person is dismissed, if time permits, the person is required to return to work. If the person is paid for jury duty the check must be endorsed to the University unless the individual has been granted a leave of absence without pay.
3. A faculty member who is summoned by subpoena to appear as a witness in a court action shall be permitted to be absent from duties as required by such subpoena, without loss of pay and without charge against any leave. If the person is paid for services as a witness, the check must be endorsed to the University unless the individual has been granted a leave of absence without pay.

ARTICLE XX - TRANSFERS

A. Definition: As discussed in this Article, a transfer shall mean the reassignment of a faculty member from a full-time faculty position in one department to a full-time faculty position in another department.
B. When the needs of the University necessitate the transfer of a faculty member, the following factors shall be considered in making the decision: (1) the individual's qualifications; (2) recommendations of involved departments; and (3) seniority. However, seniority shall be applied in the following manner: In case the transfer is made at the request of faculty members, more senior qualified persons will be given priority over less senior qualified persons. If the transfer is involuntary, faculty with less seniority shall be transferred before those with more seniority provided the faculty with less seniority have the required qualifications.
C. Before an involuntary transfer is initiated, the University shall inform the University faculty of the need and shall invite volunteers for the position(s). Faculty who volunteer shall submit the request in writing to the Provost/Vice President for Academic Affairs with copies to the involved departments and dean(s) and the Association. Qualified volunteers shall be considered before initiating involuntary transfers.
D. In the event of a proposed transfer, the Provost/Vice President for Academic Affairs shall inform the involved faculty member and the Association with respect to the nature (if it is temporary, the expected duration), reason(s), and possible impact of the anticipated transfer at least thirty (30) days before any action is taken. Before a determination is made to transfer, the Provost/Vice President for Academic Affairs shall consult with the Association.
E. In the case of an involuntary transfer, the affected faculty member may appeal the proposed action to the President of the Universiyt. The President shall meet and discuss with the faculty member and the Association representative before any decision is made.
F. All transfers shall be documented on a Form 52 and signed by the President.
G. If the University determines that retraining is necessary for the transfer, the cost of such retraining shall be borne by the University. The University agrees to consult with the Association and the involved faculty member concerning the need for retraining.

ARTICLE XXI - REDUCTION IN FORCE

A. Definition: A reduction in force is a decrease in the number of faculty as a result of either a bona fide financial exigency or a discontinuance or curtailment of department(s) or program(s) of the University. Bona fide financial exigency means an imminent financial crisis which threatens the survival of the university and which cannot be alleviated by less drastic means than a reduction in force. Department or program discontinuance or curtailment not mandated by financial exigency shall be based essentially upon such educational considerations as determined by the University. Such educational considerations must reflect long-range judgements that the educational mission of the University will benefit from and be strengthened by the discontinuance or curtailment.

B.

1. When the Administration determines that a recommendation for a RIF may occur, the Association will be notified and provided with whatever information is pertinent to the situtation. The Association may submit its assessment and/or recommendations within forty five (45) days of such notification. The Administration will not proceed with its recommendation until sixty (60) days after its notification to the Association and without having consulted with the Association.
   If the Administration forwards a recommendation for RIF to the Board, the assessment and/or recommendation of the Association shall be included in the submission. The Administration shall send a copy of the submission to the Association at the same time as to the Board. The Association may file further assessment and/or recommendation statements with the Board with copy to the Administration within fifteen (15) days of receipt of the copy of the Administration's recommendations.
2. If the Board initiates a RIF independent of Administration recommendation the procedures outlined in B1 above shall be followed prior to the finalization of the resolution imposing a RIF.

C.

1. Parties agree that RIF is a last resort action.
2. Prior to recommending a RIF, the Administration shall seek alternatives such as normal attrition, retirement (both mandatory and early), resignations and transfer.
3. When transfer is utilized as an alternative to RIF, if the University determines that re-training is necessary, the cost of such retraining shall be borne by the University.

D. When a RIF becomes necessary, it shall be applied among faculty holding positions subject to RIF in inverse order of date of employment with the University. For faculty having the same period of service, RIF shall be applied as follows:
   Faculty of lower rank before faculty of higher rank;
   For faculty with the same rank RIF shall be applied as follows:
   Faculty paid at a lower step before faculty paid at a higher step.

For the purposes of this Article, date of employment is defined as the initial date of continuous employment as regular full-time faculty with the Unversity or its predecessor institutions.
Time spent on any authorized leave with or without pay such as sabbatical

leave, educational leave, and military leave shall count toward seniority. A faculty member affected by a RIF may exercise seniority rights at the University by bumping the least senior faculty member occupying a position in a discipline in which the affected faculty member has received an advanced degree qualifying a faculty member to teach courses offered in that discipline prior to the effective date of this Agreement, and has been assigned and taught in that discipline in an academic department at the University.

E. The Retention List

1. A Retention List which includes all employees having faculty status shall be prepared by the Office of Academic Affairs within ninety (90) calendar days after signing this Agreement. The Retention List shall be updated annually thereafter and published no later than the second Friday in November.
2. The Retention List will note the faculty member's name, EOD date, department, and other department(s) for which the person is eligible in accordance with section D of this Article.
3. Within ten (10) working days of its completion the Retention List shall be posted by the Office of Academic Affairs in each department office so that all faculty members may review the list. The list shall remain posted and be updated as necessary for the life of this Agreement.
4. A copy of the Retention List shall be sent to the Association Office as soon as it is ready for posting.
5. A faculty member shall have the right to challenge his/her position on this list. Such challenge shall be addressed in writing to the Contract Administrator within thirty (30) calendar days of the initial posting of the list. The Contract Administrator shall provide a copy of the challenge to the Association upon reciept.
6. The Provost/Vice President for Academic Affairs shal issue a decision within ten (10) working days after receipt of the challenge. If the challenge is denied or if a decision is not made within ten (10) working days, the faculty member may appeal to the Office of Employee Appeals.

F. A RIF'd Employee List

A faculty member who is RIF'd shall be placed on a list to be known as a RIF'd Employee List and shall retain all prior rights accrued up to that date. Each RIF'd employee's name shall remain on this list for a period not to exceed thirty six (36) months from the date of its placement on the list. The most senior faculty member shall be the first name placed on the list.

G. Procedures for Reduction in Force (RIF)

1. The Administration shall notify the Association that the Board of Trustees has determined that a reduction in force is to be undertaken. The notification shall provide details of the proposed RIF including the program(s) or department(s) to be affected and faculty positions which may be subject to the RIF, and shall also provide an impact statement.
2. The Administration shall consulty with the Association prior to finalizing the plan and then inform affected faculty members and the Association of the final plan for RIF.
3. The Administration and the Association shall negotiate to resolve

RIF impact issues.

4. The University shall give Notice of Intent to RIF to the affected faculty members one academic year prior to the effective date. The University may find it necessary to forego one academic year's notice of intent to RIF. In such cases, the University shall consult with the Association on the matter. After such consultation with the Association, the University shall provide notice of at least four weeks with severence pay as follows:
   a. One academic year's compensation for those with two or more years of continuous service;
   b. One half of an academic year's compensation for those with less than two years of continuous service.

H. A RIF'd faculty member shall be offered reinstatement should a position for which the person is qualified, in accordance with section D of this article, be reopened within the person's college within thirty six (36) months of the date of the person's layoff. A reinstatement offer shall be based on the inverse order of reduction after giving consideration to program needs.
   1. A reinstatement offer shall be sent by certified mail to the last address registered by the individual with the Office of Personnel Management and Development with a copy sent to the Association.
   2. No appointment to fill that position with another will be made for thirty (30) calendar days following the receipt of such reinstatement offer unless the reinstatement offer is declined.
   3. If a faculty member offered reinstatement does not accept the offer within thirty (30) calendar days from the date the offer is received, the University shall have no further employment obligation to that person. If a faculty member who has given notice of intent to return is prevented from doing so because of illness, the individual shall have an extention of one semester to return to work.
   4. A reinstated faculty member shall retain all credits for sabbatical leave, credit for previous years of experience with the University, and shall where applicable, be entitled to purchase post service credits for retirement in accordance with District regulations.

ARTICLE XXII - NON-DISCRIMINATION/AFFIRMATIVE ACTION

The University shall comply with applicable laws regarding discrimination in employment and affirmative action. The parties agree that allegations of violations in this area must be presented to the University Affirmative Action officer and/or to an appropriate governmental agency and are therefore not subject to the grievance procedure of this Agreement.

ARTICLE XXIII - OFFICIAL PERSONNEL FILE

A. <u>RESPONSIBILITY</u>
   1. The University shall be responsible for the establishment and maintenance of official personnel records, in accordance with the D.C. Comprehensive Merit Personnel Act and the provisions of this Article.
   2. Personnel records shall be maintained in a manner which will permit

ready access to information requested by authorized persons and which will safeguard the faculty member's privacy to the greatest degree.

3. The University shall maintain only one (1) official personnel file for each faculty member.
4. Unless authorized by a faculty member or required by law, no other official files, secret or otherwise, shall be established, maintained or used by the University for any reason.
5. The Official Personnel File:
   a. Shall be located in and maintained by the Office of Personnel Management and Development;
   b. Shall contain the following:
      i. Application for employment;
      ii. Letters of reference and recommendations and/or materials related to the initial hiring decisions;
      iii. Official transcripts of all college work;
      iv. Records documenting work experience and professional performance;
      v. Faculty member's contracts with the University and predecessor institutions;
      vi. Documents necessary to affect and continue pay and benefits;
      vii. Annual faculty evaluation profile;
      viii. Any statement that the faculty member wishes to have entered in response to or in elaboration of any item in the file; and
      ix. A log of all entries.
6. Professional Performance Files of the faculty housed in the Office of Academic Affairs and the offices of the Dean/LRD Director shall be transferred to the Office of Personnel Management and Development not later than 120 days of the signing of this Agreement.
7. The Official Personnel File shall be used only by authorized University personnel and only for bona fide reasons.

B. EXCLUSIONS

1. No document shall be inserted in the faculty member's Official Personnel File without simultaneous transmission of a copy to the individual.
2. No anonymous material shall be placed in the official file.
3. No adverse file materials more than two years old shall be kept in the official file.
4. No photograph of a faculty member shall be placed in the official file.

C. ACCESS AND REVIEW

1. Only authorized personnel shall have access to the Official Personnel File. The faculty member or any representative of choice has the right to review the Official Personnel File during normal business hours in the presence of an appropriate official.
2. A copy of any material in a faculty member's file shall be made available to the faculty member upon written request.
3. A faculty member shall have the right to submit written additions or responses to the material contained in the Official Personnel File. Any materials proven to be inaccurate will be corrected or removed immediately.
4. The University will provide, within thirty (30) days after the signing of this Agreement, a written statement of procedures designed to

control and limit the access to the Official Personnel File to authorized personnel.

ARTICLE XXIV - LEARNING RESOURCES FACULTY

1. Learning Resources faculty shall be granted academic rank. The determination of the appropriate rank to be awarded an individual shall be based on criteria established by the University after consultation with the Association.

ARTICLE XXV - SUPPORT SYSTEMS

A. The University has the responsibility for providing effective and efficient support systems. It is the responsibility of the University to provide faculty with necessary and required teaching facilities, office spaces, materials, supplies, equipment and resources on a timely basis to support effective teaching and University-supported research.
B. The parties agree to establish a joint labor-management committee within sixty (60) days of the signing of this Agreement which shall compile data on University support systems and their operations. The committee shall make recommendations for improved delivery of services to the President of the University on a quarterly basis with copies to the Association.
C. The University's goal is to provide private and secure office space for faculty and a faculty lounge, and to this end the Association shall join with the Administration in seeking the necessary funding.

ARTICLE XXVI - SAFETY AND HEALTH

The parties recognize the importance of an environment conducive to efficiency and productivity, and to this end the parties shall establish a joint committee within thirty (30) days of signing this agreement to monitor these concerns, compile data, and make recommendations on safety and health issues. The committee shall meet at least monthly and shall make recommendations to the President of the University on a quarterly basis. The Administration will respond in writing to the committee's recommendations within twenty (20) days. The names and office phone numbers of the committee members and the health, safety, and security offices will be published and distributed to the University community. Copies of the committee's recommendations and the Administration's response shall be provided to the Association. The Association President or designee shall, upon written request, have access to official health and safety inspection reports.

ARTICLE XXVII - VACANCY NOTICES

A. Notices of all vacancies and/or position openings in the University shall be forwarded to the Association President.
B. A notice of vacancy or position opening shall include a job description, salary range for the position, closing date of application and all necessary

qualifications for said position.

C. All notices of vacancies and position openings shall be forwarded to all units for posting.

D. A listing of faculty vacancies shall be maintained and posted in the respective department, the Dean's Office, and the Office of Vice President for Academic Affairs, and the Association Office.

E. Vacancy notices shall be posted in the Office of Personnel for at least ten (10) working days prior to the closing dates, except in the case of emergency notices which shall be posted for at least five (5) working days prior to the closing dates.

F. The University shall maintain a recorded telephone service which shall list all vacancies currently posted and open, which shall be updated each working day, and which shall be in service twenty four (24) hours daily.

ARTICLE XXVIII - UNIVERSITY CALENDAR

A. There shall be established, in consultation with the Faculty Association, no later than January 1, 1985 a three year University Calendar. The calendar shall list dates of activities of the University community. These activities shall include but not be limited to:

1. Orientation
2. Registration
3. Deadlines for Withdrawals
4. Study periods
5. Final Examinations
6. Submission of Grades
7. Removal of Incompletes
8. Convocations - student and faculty
9. Meetings of Board of Trustees, Faculty Association, and Faculty Senate
10. Deadlines for submission of schedules
11. Holidays, Semester and Spring Recesses
12. Beginning and end of semesters

B. An Association representative shall be included as a member of any committee charged with making recommendations on the University Calendar.

C. On or before October 31 of each year, administrators of the University shall meet with representatives of the Association to consult on any amendments to the University Calendar for the ensuing academic year.

ARTICLE XXIX - NEW FACULTY

The University agrees to make available to new faculty the following information:

1. Current Personnel Policies (with index)
2. Faculty Handbook
3. University-Faculty Association Agreement
4. Academic Calendar

The University agrees to provide orientation for new faculty at the beginning of the Fall Semester and to invite the Faculty Association President or designee to participate.

ARTICLE XXX - MATTERS NOT COVERED

The parties agree to use the process of memoranda of understanding to resolve subjects for collective bargaining not covered in this Agreement.

ARTICLE XXXI - SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be inconsistent with existing laws, the provision of such laws shall prevail, and if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions herein shall remain in full force and effect.

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision herein.

No later than sixty (60) days after a written request by either party, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

ARTICLE XXXII - DURATION OF THE CONTRACT

A. This Agreement shall remain in full force and effect through September 30, 1987.

B. The parties agree to commence negotiations for a renewal agreement no later than ninety (90) days prior to the termination date of September 30, 1987.

C. In the event that the University and the Association shall fail to secure a Successor Agreement prior to the termination of this Agreement, the duration of this Agreement shall be extended until the effective date of a Successor Agreement or one (1) year from the termination date of this contract, whichever comes first.

ARTICLE XXXIII - DISTRIBUTION OF AGREEMENT

Printed copies of this Agreement between the Association and the University shall be provided to the Association in sufficient number to allow for individual copies for each bargaining unit member within thirty (30) days of ratification. The University agrees to supply each new bargaining unit member with a copy of the Agreement at the time of employment. The cost of printing shall be borne by the University.

The cost of preparing the Grievance Form and other forms necessary for the implementation of this Agreement shall be borne by the University.

Copy for ERIC

NEGOTIATING TEAMS

UCDFA/NEA	UDC
George Zachariah, Chief Negotiator	Sue Reddick, Chief Negotiator
Gregory Giebel, Alternate Chief Negotiator (prior to September 5, 1984)	Philip Brach, Alternate Chief Negotiator
Beverly Crawford, Alternate Chief Negotiator (after September 5, 1984)	Jennifer Dobbins
Mir Ali (after September 5, 1984)	William Hyman
Samuel Carcione	Darlene Scott-Scurry
Emmanuel Chateau	
Gloria Green-Ridley	
Leslie Richards	